

AGREEMENT

This agreement is entered into by and between the **VILLAGE OF POPLAR GROVE OF BOONE COUNTY, ILLINOIS** hereafter **VILLAGE**, and the **BOONE COUNTY HIGHWAY DEPARTMENT, ILLINOIS**, hereafter **COUNTY**.

WHEREAS, THE VILLAGE AND COUNTY desire to set forth their agreement regarding the Poplar Grove Road improvements as stipulated in the Rockford Metropolitan Planning Organizations (MPO) Transportation Alternative Program (TAP) Award (\$1,271,066); and

WHEREAS, the 1970 Illinois Constitution (Article VII, Section 10) and the Illinois Governmental Cooperation Act (5 ILCS 220/1 et. seq.) provide authority for intergovernmental cooperation between the **VILLAGES** and **COUNTY**; and

WHEREAS, the County, The Village and The North Boone School District see a need to improve Poplar Grove Road by widening and paving the shoulder to accommodate bicycles,

WHEREAS, the County will be applying for additional project funds through the Illinois Department of Transportation Truck Route Access Program (TARP),

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM.** This Agreement shall begin on **July 01, 2026** and shall terminate on **December 30, 2028**.

2. **COST AND REIMBURSEMENT.** The **COUNTY** agrees to pay and seek reimbursement for costs associated with the Poplar Grove Road improvements. All grant funds will be applied to the project costs before the remaining cost are distributed between the County and the Village. The maximum project cost to the Village of Poplar Grove shall not exceed \$87,407.70. Boone County shall manage the grants and the project as required by the granting oversight agencies.

3. **WAIVER OF CLAIMS AND SAVE AND HOLD HARMLESS.** Each party to this Agreement hereby agrees to save and hold harmless and defend the other party and its officials and employees from and against all claims for loss, damage, injury or death arising out of acts, efforts or commissions caused by or attributable to its own employees. Each party to this Agreement agrees to save and hold harmless the other party from and against all claims for liability arising under the Illinois Worker's Compensation Act or the Illinois Occupational Disease Act for injuries to its own employees.

4. **NOTICES.** Notices shall be deemed delivered: a) when delivered if by personal delivery; b) as indicated on the receipt when mailed U.S. Postal certified mail, return receipt requested; c) as indicated on the receipt when delivered by a reputable private overnight mail or delivery firm; or d) when delivered by electronic mail. When delivered by other than personal delivery, such notices shall be delivered to the parties at their respective physical offices and/or the official e-mail address of the Village Public Works Director and County Engineer.

AGREEMENT APPROVED:

By: _____

Date: _____

VILLAGE OF POPLAR GROVE

BOONE COUNTY HIGHWAY DEPARTMENT

By: _____

Date: _____

**KARL JOHNSON,
BOONE COUNTY CHAIRMAN**